

1 Bureau of Real Estate
2 P.O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

FILED

MAR 28 2017

BUREAU OF REAL ESTATE

By B. Nichols

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of

12 SHERRY KEY LUTTRELL,

13 Respondent.)

No. H-6405 SAC

STIPULATION AND
AGREEMENT

14 It is hereby stipulated by and between SHERRY KEY LUTTRELL
15 (Respondent), represented by Louis A. Gonzalez, and the Complainant, acting by and through
16 Truly Sughrue, Counsel for the Bureau of Real Estate (Bureau), as follows for the purpose of
17 settling and disposing the Accusation filed on June 14, 2016, in this matter:

18 1. All issues which were to be contested and all evidence which was to be
19 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
20 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),
21 shall instead and in place thereof be submitted solely on the basis of the provisions of this
22 Stipulation and Agreement.

23 2. Respondent has received, read, and understands the Statement to
24 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.

25 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
26 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
27

1 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
2 acknowledges that Respondent understands that by withdrawing said Notice of Defense
3 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner
4 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
5 accordance with the provisions of the APA, and that Respondent will waive other rights afforded
6 to Respondent in connection with the hearing such as the right to present evidence in defense of
7 the allegations in the Accusation and the right to cross-examine witnesses.

8 4. This Stipulation and Agreement is based on the factual allegations
9 contained in the Accusation. In the interest of expediency and economy, Respondent chooses not
10 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
11 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
12 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
13 prove such allegations.

14 5. This Stipulation and Agreement and Respondent's decision not to contest
15 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
16 are expressly limited to this proceeding and any other proceeding or case in which the Bureau,
17 the state or federal government, an agency of this state, or an agency of another state is involved.

18 6. Respondent understands that by agreeing to this Stipulation and
19 Agreement, Respondent agrees to pay, pursuant to Section 10148 of the California Business and
20 Professions Code (Code), the cost of the audit, which resulted in the determination that
21 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.
22 The amount of said costs is \$9,162.08.

23 7. Respondent further understand that by agreeing to this Stipulation and
24 Agreement, the findings set forth below in the Determination of Issues become final, and that
25 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
26 Section 10148 of the Code to determine if the violations have been corrected. The maximum
27 costs of said audit shall not exceed \$11,452.60.

1 8. It is understood by the parties that the Commissioner may adopt the
2 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and
3 sanctions on the real estate licenses and license rights of Respondent as set forth in the below
4 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
5 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
6 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
7 any admission or waiver made herein.

8 9. The Order or any subsequent Order of the Commissioner made pursuant to
9 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
10 administrative or civil proceedings by the Bureau with respect to any matters which were not
11 specifically alleged to be causes for action in Accusation H-6405 SAC.

12 * * *

13 DETERMINATION OF ISSUES

14 By reason of the foregoing stipulations and waivers and solely for the purpose of
15 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
16 following determination of issues shall be made:

17 The acts and omissions of Respondent as described in the Accusation are
18 grounds for the suspension or revocation of Respondent's licenses and license rights under
19 Section 10177(g) of the Code.

20 * * *

21 ORDER

22 I

23 All licenses and licensing rights of Respondent under the Real Estate Law are
24 revoked; provided, however, a restricted real estate broker license shall be issued to Respondent
25 pursuant to Section 10156.5 of the Code if Respondent makes application therefor and pays to
26 the Bureau the appropriate fee for the restricted license within 90 days from the effective date of
27 this Decision and Order. The restricted license issued to Respondent shall be subject to all of the

1 provisions of Section 10156.7 of the Code and to the following limitations, conditions and
2 restrictions imposed under authority of Section 10156.6 of that Code:

3 1. The restricted license issued to Respondent may be suspended prior to
4 hearing by Order of the Commissioner in the event of Respondent's conviction or plea of nolo
5 contendere to a crime which is substantially related to Respondent's fitness or capacity as a real
6 estate licensee.

7 2. The restricted license issued to Respondent may be suspended prior to
8 hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that
9 Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands
10 Law, Regulations of the Commissioner or conditions attaching to the restricted license.

11 3. Respondent shall not be eligible to apply for the issuance of an
12 unrestricted real estate license nor for removal of any of the conditions, limitations, or
13 restrictions of a restricted license until two (2) years have elapsed from the effective date of this
14 Decision and Order. Respondent shall not be eligible to apply for any unrestricted licenses until
15 all restrictions attaching to the license have been removed.

16 4. Respondent shall, within nine (9) months from the effective date of this
17 Decision and Order, present evidence satisfactory to the Commissioner that Respondent has,
18 since the most recent issuance of an original or renewal real estate license, taken and successfully
19 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
20 Law for renewal of a real estate license. If Respondent fails to satisfy this condition,
21 Respondent's real estate license shall automatically be suspended until Respondent presents
22 evidence satisfactory to the Commissioner of having taken and successfully completed the
23 continuing education requirements. Proof of completion of the continuing education courses
24 must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento,
25 CA 95813-7013.

26 5. All licenses and licensing rights of Respondent are indefinitely suspended
27 unless or until Respondent provides proof satisfactory to the Commissioner, of having taken and

1 successfully completed the continuing education course on trust fund accounting and handling
2 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
3 satisfaction of these requirements includes evidence that Respondent has successfully completed
4 the trust fund account and handling continuing education courses, no earlier than 120 days prior
5 to the effective date of the Decision and Order in this matter. Proof of completion of the trust
6 fund accounting and handling course must be delivered to the Bureau of Real Estate, Flag
7 Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the
8 effective date of this Decision and Order.

9 6. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
10 \$9,162.08 for the Commissioner's cost of the audit which led to this disciplinary action.

11 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the
12 Commissioner. Payment of audit costs should not be made until Respondent receives the
13 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,
14 Respondent's real estate license shall automatically be suspended until payment is made in full,
15 or until a decision providing otherwise is adopted following a hearing held pursuant to this
16 condition.

17 7. Pursuant to Section 10148 of the Code, Respondent shall pay the
18 Commissioner's reasonable cost, not to exceed \$11,452.60, for an audit to determine if
19 Respondent has corrected the violation(s) found in the Determination of Issues. In calculating
20 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
21 average hourly salary for all persons performing audits of real estate brokers, and shall include an
22 allocation for travel time to and from the auditor's place of work. Respondent shall pay such cost
23 within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of the
24 audit costs should not be made until Respondent receives the invoice. If Respondent fails to
25 satisfy this condition in a timely manner as provided for herein, Respondent's real estate license
26 shall automatically be suspended until payment is made in full, or until a decision providing
27 otherwise is adopted following a hearing held pursuant to this condition.

1
2 DATED

TRULY SUGHRUE
Counsel for Complainant

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4 * * *

5 I have read the Stipulation and Agreement, discussed it with my counsel, and its
6 terms are understood by me and are agreeable and acceptable to me. I understand that I am
7 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
8 intelligently and voluntarily waive those rights, including the right of requiring the
9 Commissioner to prove the allegations in the Accusations at a hearing at which I would have the
10 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
11 the charges.

12 Respondent and Respondent's attorney further agree to send the original signed
13 Stipulation and Agreement by mail to the following address no later than one (1) week from the
14 date the Stipulation and Agreement is signed by Respondent and Respondent's attorney: *Bureau*
15 *of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

16 Respondent and Respondent's attorney understand and agree that if they fail to return the original
17 signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter
18 for hearing.

19
20 December 12, 2016

21 DATED


SHERRY KEY LUTTRELL
Respondent

22
23 * * *

24 *I have reviewed the Stipulation and Agreement as to form and content and have*
25 *advised my clients accordingly.*

26 DATED

LOUIS A. GONZALEZ
Attorney for Respondent

1
2 DATED

TRULY SUGHRUE
Counsel for Complainant

3
4 * * *

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19 for hearing.

20
21 DATED

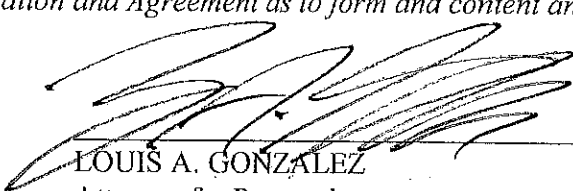
SHERRY KEY LUTTRELL
Respondent

22
23 ***

24 I have reviewed the Stipulation and Agreement as to form and content and have
25 advised my clients accordingly.

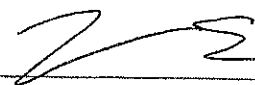
26 DATED

December 12, 2016


LOUIS A. GONZALEZ
Attorney for Respondent

1 12-Dec-16

2 DATED


3 TRULY SUGHRUE
4 Counsel for Complainant

5 ***

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17 Respondent and Respondent's attorney understand and agree that if they fail to return the original
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19 for hearing.

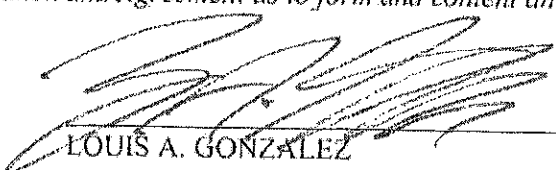
20
21 DATED

22 SHERRY KEY LUTTRELL
23 Respondent

24 ***

25 *I have reviewed the Stipulation and Agreement as to form and content and have*
26 *advised my clients accordingly.*

27 December 12, 2016
DATED


LOUIS A. GONZALEZ
Attorney for Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and
Order and shall become effective at 12 o'clock noon on APR 18 2017.

IT IS SO ORDERED 3/23/2017.

WAYNE S. BELL
REAL ESTATE COMMISSIONER

A handwritten signature in black ink, appearing to read 'Wayne S. Bell', is written over a horizontal line.